

ADMINISTRATIVE COMMITTEE, HARBIN DEVELOPMENT ZONE
ADMINISTRATIVE COMMITTEE, HARBIN HIGH-TECH INDUSTRIAL DEVELOPMENT ZONE
(DOCUMENT)

Ha Kai Wei Wai Zi Zi [2003] No. 132

**Approval of the Articles of Association for
Harbin Sanle Bio-engineering Co., Ltd.**

To Harbin Sanle Bio-engineering Co., Ltd.,

This is hereby to inform you that the application of Harbin Sanle Bio-engineering Co., Ltd. (“This Company”) for equity merger and acquisition and the change from a domestic-funded limited liability company to a foreign-funded sole proprietorship has been received. Upon review, we hereby approve the followings:

1. This is to approve that the equity transfer agreement entered into by and among the original capital contributors of this Company, namely LIU Shujun (“Party A”), Harbin Xiaosheng Advertisement Communications Co., Ltd. (“Party B”), MIN Jun (“Party C”), Li Yanchun (“Party D”) and LI Binsheng (“Party E”) with British BVI Bestkey International Co., Ltd. (“Party F”) is legally valid. That is, Party A shall transfer 45% of this Company’s equity held by Party A and the corresponding responsibilities, rights and benefits to Party F at a price of ONE MILLION SEVEN HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED RENMINBI (RMB 1,732,500) [equivalent to US\$208,700]; Party B shall transfer 25% of this

Company's equity held by Party B and the corresponding responsibilities, rights and benefits to Party F at a price of NINE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED RENMINBI (RMB 962,500) [equivalent to US\$116,000]; Party C shall transfer 15% of this Company's equity held by Party C and the corresponding responsibilities, rights and benefits to Party F at a price of FIVE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED RENMINBI (RMB 577,500) [equivalent to US\$69,600]; Party D shall transfer 10% of this Company's equity held by Party D and the corresponding responsibilities, rights and benefits to Party F at a price of THREE HUNDRED EIGHTY-FIVE THOUSAND RENMINBI (RMB 385,000) [equivalent to US\$46,400]; and Party E shall transfer 5% of this Company's equity held by Party E and the corresponding responsibilities, rights and benefits to Party F at a price of ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED RENMINBI (RMB 192,500) [equivalent to US\$23,200]. Upon equity merger and acquisition, the equity of this Company shall be solely owned by British BVI Bestkey International Co., Ltd. ("Party F").

2. This is hereby to approve that upon equity merger and acquisition, this Company shall change from a domestic-funded limited liability company to a foreign-funded sole proprietorship and that the name of Harbin Sanle Bio-engineering Co., Ltd. shall remain in use.
3. The legal address of the sole proprietorship shall be No. 17 Kang Shun Street, Nangong District, Harbin, China.
4. The total investment of this Company shall amount to TWELVE MILLION SEVEN HUNDRED FIFTY THOUSAND UNITED STATES DOLLARS (US\$12,750,000) and the registered capital of this Company shall amount to FIVE MILLION ONE HUNDRED THOUSAND UNITED STATES DOLLARS ONLY (US\$5,100,000). The capital shall be contributed by Party F in the form of cash.
5. The business scope of this Company includes the research and development, manufacturing and sale of biological products, soybean peptides series, biological drugs and health-promoting products.
6. This sole proprietorship shall have a term of twenty (20) years.
7. The Board of Directors in this Company shall be formed as follows:
Chairman: LIU Shujun
Directors: MIN Jun, Li Yanchun, and LI Binsheng